

RECORDING REQUESTED BY  
FIRST AMERICAN TITLE

RECORDING REQUESTED BY  
FIRST AMERICAN TITLE  
RECORDING REQUESTED BY:  
City of Oakland

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control  
Sacramento Regional Office  
8800 Cal Center Drive  
Sacramento, California 95826-3268  
Attn: Anthony J. Landis, P.E.  
Chief, Northern California Operations  
Office of Military Facilities



2003466371

08/08/2003 11:56 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY  
PATRICK O'CONNELL  
RECORDING FEE: 0.00



46 PGS

159883

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

## COVENANT TO RESTRICT USE OF PROPERTY

### ENVIRONMENTAL RESTRICTION

Former Oakland Army Base  
Oakland, California

This Covenant to Restrict Use of Property ("Covenant") is made by and between the Oakland Base Reuse Authority and the City of Oakland by and through the Oakland Redevelopment Agency, collectively herein referred to as the "City or Covenantor," the current owner of property situated in Oakland, County of Alameda, State of California, described in Exhibit A, which is attached and incorporated here by this reference ("Property"), and the State of California, Department of Toxic Substances Control ("DTSC"). Pursuant to California Civil Code ("Civil Code") section 1471(a)(3), DTSC has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials, as defined in California Health and Safety Code ("Health and Safety Code") section 25260. The Covenantor and DTSC, collectively referred to as the "Parties," hereby agree that in accordance with Civil Code section 1471 and Health and Safety Code sections 25222.1 and 25355.5 that the use of the Property be restricted as set forth in this Covenant to protect human health, safety, and the environment and that this Covenant shall run with the land.

## **ARTICLE I STATEMENT OF FACTS**

**1.01** The Property, totaling 363.5 acres, is more particularly described and depicted in Exhibit A. Exhibit A contains the Property map in seven sheets showing the Property boundary and the legal description in seventeen pages. The Property is located in a developed area of the former Oakland Army Base, in the City of Oakland, County of Alameda, State of California.

**1.02** The Covenantor and DTSC entered into a Consent Agreement on September 27, 2002, and subsequently by agreement modified the Consent Agreement to include new signatories and other modifications. The Consent Agreement was resigned by all signatories on May 16, 2003. The Consent Agreement establishes the process and timetable for the completion of the response and corrective actions at specified portions of the Property. The Consent Agreement is on file with DTSC and the Covenantor.

**1.03** As described in the Consent Agreement, the soil and groundwater at the Property are known to be contaminated with hazardous substances, as defined in Health and Safety Code section 25316, which include, but are not limited to, the following general contaminants of concern: metals, volatile organic compound, semi-volatile organic compounds, polynuclear aromatic hydrocarbons, polychlorinated biphenyls, and petroleum hydrocarbons. Several of these hazardous substances are carcinogens. The Property has not been fully characterized with respect to nature and extent, and risk resulting from the presence of these contaminants.

Based on preliminary analyses, DTSC has concluded that use of the Property in a manner inconsistent with the restrictions set forth in Article IV of this Covenant may entail an unacceptable health risk to the users or occupants of such property operated or occupied. DTSC has further concluded that the Property operated or occupied subject to the restrictions of this Covenant and subject to the restrictions and requirements set forth in the final Remedial Action Plan (RAP) dated September 27, 2002 and accompanying Risk Management Plan (RMP) dated September 27, 2002 which the Covenantor must implement pursuant to the Consent Agreement, does not present an unacceptable threat to human safety or the environment.

The RAP describes contamination in various locations throughout the base that is known to be significant, and describes means by which such contamination will be remediated. The RMP, which covers the entire Property, is a component of the remedies selected in the RAP. The RMP serves two purposes. The first is to determine and implement presumptive style remedies for locations with standard contaminant profiles and site conditions. These remedies apply to both known and as yet unidentified contaminated locations (RMP locations). It also contains a mechanism to elevate RMP locations to RAP sites if warranted. The second purpose of the RMP is to serve as an institutional control that establishes site identification and risk management protocols.

## **ARTICLE II DEFINITIONS**

**2.01 Covenantor.** “Covenantor” shall mean the Oakland Base Reuse Authority and the City of Oakland by and through the Oakland Redevelopment Agency.

**2.02 DTSC.** “DTSC” means the State of California, Department of Toxic Substances Control and includes its successor agencies, if any.

**2.03 Occupant.** “Occupant” shall mean any person or entity entitled by leasehold or other legal relationship to the right to occupy any portion of the Property.

**2.04 Owner.** “Owner” means the Covenantor and shall include the Covenantor’s successors in interest, and their successors in interest, including heirs and assigns, during their ownership of all or any portion of the Property.

## **ARTICLE III GENERAL PROVISIONS**

**3.01 Restrictions to Run with the Land.** This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively, “Environmental Restrictions”), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every Environmental Restriction: (a) runs with the land pursuant to Health and Safety Code sections 25222.1 and/or 25355.5(a)(1)(C) and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property; (c) is for the benefit of, and is enforceable by DTSC; and (d) is imposed upon the entire Property unless expressly stated in a document or an attachment that a specific portion or area is the subject of a DTSC approved waiver to allow a restricted use. Exhibit B contains a DTSC approved interim land use waiver.

**3.02 Binding upon Owner and Lessees/Occupants.** Pursuant to Health and Safety Code section 25355.5(a)(1)(C), this Covenant binds all Owner and Occupants of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471(b), all successive owners of the Property are expressly bound hereby for the benefit of DTSC.

**3.03 Written Notification of Hazardous Substance Release.** The Owner and/or Occupant shall, at least thirty (30) days prior to the sale, lease, or rental of the Property, give written notice to the subsequent transferee that a release of hazardous substances has come to be located on or beneath the Property, pursuant to Health and Safety Code section 25359.7. Such written notice shall include a copy of this Covenant, and a notification of the restrictions on use of the property contained herein.

**3.04 Incorporation into Deeds, Leases, or Rental Agreements.** The Environmental Restrictions set forth herein shall be incorporated by reference in each and all deeds, leases, or rental agreements entered into for any portion of the Property to which they are in effect and applicable. Within ten (10) days of the effective date of this Covenant, the Covenantor shall provide a copy of this Covenant to all existing occupants on the Property.

**3.05 Conveyance of Property.** Until the Property has been certified as being free of known or suspected hazardous substance releases by DTSC per chapter 6.8 of the Health and Safety Code, the Owner shall provide to DTSC not less than ninety (90) days prior to any proposed conveyance of any ownership interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances) notice of such proposed conveyance. The Owner shall provide notice to DTSC not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances).

**3.06 Access for DTSC.** DTSC shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by DTSC to protect the public health or safety or the environment.

#### **ARTICLE IV ENVIRONMENTAL RESTRICTIONS**

**4.01 Environmental Restrictions.**

(a) Sensitive land uses, including, but not limited to, residential housing, schools, day-care facilities, hospitals, and hospices are prohibited.

(b) The construction of groundwater wells and extraction of groundwater from new and existing wells for all purposes are prohibited unless specifically approved by DTSC.

(c) Activities that disturb surface or subsurface soil, disturb existing soil covers, disturb or restrict access to groundwater monitoring wells, generate water in excavations, extract groundwater from excavations, or alter groundwater conditions are prohibited except as conducted pursuant to the RAP and RMP.

(d) The Owner and Occupants are required to comply with the RAP and RMP, including the provisions for soil and groundwater management, maintenance of existing cover or construction of new cover, mitigation measures during earthwork, management of below grade structures, and construction dewatering.

(e) The Owner is required to submit annual certification to DTSC attesting to compliance with Section 4.01 of this Covenant.

#### **4.02 Procedures for Obtaining Waivers from DTSC.**

(a) At any time before or after the effective date of this Covenant, the Owner, or with the Owner's consent, an Occupant, may request DTSC's approval of a waiver for a portion of the Property to be used in a manner inconsistent with the restrictions set forth in Section 4.01 of this Covenant or to engage in an activity prohibited by Section 4.01 of this Covenant. Such requests shall provide sufficient information to enable DTSC to evaluate the appropriateness of the request. DTSC shall act upon such requests as expeditiously as feasible, but in no event later than thirty (30) days after DTSC receives the request unless DTSC extends this period for no more than thirty (30) days upon written notice to the requesting party of the reason therefore. DTSC's extension as described above may occur more than once. DTSC shall base its decision on protection of public health and the environment.

(b) DTSC will consider any submittal of a remedial investigation workplan or remedial action decision document consistent with the RAP or RMP to be a waiver request for any included actions that are inconsistent with the restrictions set forth in Section 4.01 of this Covenant.

(c) Nothing in this Covenant shall be construed to require an Owner to apply for, or DTSC to issue, a variance, termination or release pursuant to Article VI of this Covenant, in order to obtain DTSC's approval of a request that a portion of the Property be used in a manner inconsistent with the restrictions set forth in Section 4.01 of this Covenant or to obtain DTSC's approval to engage in an activity prohibited by Section 4.01 of this Covenant.

(d) An Owner or Occupant may perform, or cause to be performed, any interior or exterior renovation, rehabilitation, or demolition without DTSC approval, as long as such activities are consistent with, and do not violate the terms of, this Covenant.

### **ARTICLE V ENFORCEMENT**

**5.01 Enforcement.** Failure of the Owner to comply with any of the Environmental Restrictions specifically applicable to it shall be grounds for DTSC to obtain injunctive relief prohibiting commencement or continuation of any activities restricted by this Covenant. Actual or threatened violation of this Covenant, including but not limited to commencement or completion of any activities that violate this Covenant, may be prohibited or restrained, or the interest intended for protection by this Covenant may be enforced, by injunctive relief or any other remedy as provided by law.

## **ARTICLE VI VARIANCE, TERMINATION AND RELEASE**

**6.01 Variance.** In addition to the procedures set forth in Section 4.02 of this Covenant, the Owner, or with the Owner's consent, any Occupant may apply to DTSC for a written variance from the provisions of this Covenant. DTSC will grant the variance only after finding that such a variance would be protective of human health, safety and the environment. Such application shall be made in accordance with Health and Safety Code section 25233. DTSC will grant the variance only after finding that such a variance would be protective of human health, safety and the environment.

**6.02 Application for Termination.** In addition to the procedures set forth in Section 4.02 of this Covenant, the Owner, or with the Owner's consent, any Occupant, may apply to DTSC for a termination of the Environmental Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with Health and Safety Code section 25234.

**6.03 Release.** This Covenant shall continue in effect in perpetuity unless ended by law or by DTSC under this paragraph 6.03. DTSC shall provide a release, suitable for recording, of the Environmental Restrictions in this Covenant with respect to a particular portion of the Property promptly after any of the following occur:

(a) DTSC approves an application for termination of the Covenant with respect to a portion or all of the Property pursuant to Section 6.02.

(b) DTSC makes a determination pursuant to this Section 6.03(b) without receiving an application, that any or all of the Environmental Restrictions on the use of any or all parts of the Property are no longer necessary to protect present or future human health, safety, or the environment. In making a determination pursuant to this Section 6.03(b) that any or all of the Environmental Restrictions on the use of any or all parts of the Property are no longer necessary to protect present or future human health or safety or the environment, DTSC shall make a finding that the hazardous materials that caused the land to be restricted have since been sufficiently investigated, removed or altered in a manner that allows DTSC to determine there is no significant existing or potential hazard to present or future human health or safety or the environment.

## **ARTICLE VII MISCELLANEOUS**

**7.01 No Dedication Intended.** Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

**7.02 Recordation.** The Covenantor shall record this Covenant, with Exhibits A and B, in the County of Alameda within ten (10) days of the Covenantor's receipt of a fully executed original.

**7.03 Notices.** Whenever any person gives or serves any notice ("notice" as used herein includes any demand or other communication with respect to this Covenant), each such notice shall be in writing and shall be deemed effective: (a) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (b) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Covenantor:       Oakland Base Reuse Authority  
                              700 Murmansk Street, Suite 3  
                              Oakland, California 94607-5009  
                              Attention:     Aliza Gallo  
  Executive Director

To DTSC:               Department of Toxic Substances Control  
                              Sacramento Regional Office  
                              8800 Cal Center Drive  
                              Sacramento, California 95826-3268  
                              Attention:     Anthony J. Landis, P.E.  
  Chief, Northern California Operations  
  Office of Military Facilities

Any party may change its address or the individual to whose attention a notice is to be sent by giving written notice in compliance with this paragraph.

**7.04 Partial Invalidity.** If any portion of this Environmental Restriction or other terms set forth herein are determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included.

**7.05 Exhibits.** All exhibits referenced in this Covenant are deemed incorporated into this Covenant by reference.

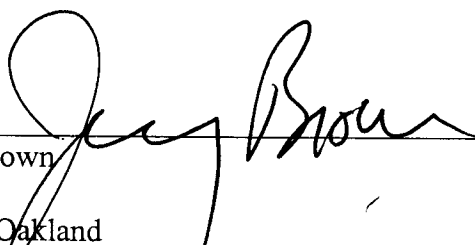
**7.06 Section Headings.** The section headings set forth in this Covenant are included for convenience and reference only and shall be disregarded in the construction and interpretation of any of the provisions of this Covenant.

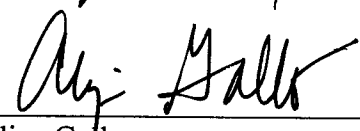
**7.07 Representative Authority.** The undersigned representative of each party to this Covenant certifies that he or she is fully authorized to enter into the terms and conditions of this Covenant and to execute and legally bind that party to this Covenant.


**7.08 Statutory References.** All statutory references include successor provisions.

**IN WITNESS WHEREOF, the Parties execute this Covenant.**

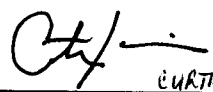
**Covenantor:**

By:  Date: 5-16-2003  
Jerry Brown  
Mayor  
City of Oakland

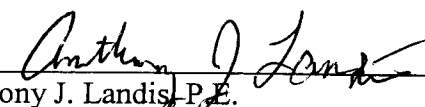
By:  Date: 5-15-2003  
Aliza Gallo  
ALIZA GALLO  
Executive Director  
Oakland Base Reuse Authority

By:  Date: 5/15/03  
Robert C. Bobb  
City Manager/Agency Administrator  
City of Oakland/Oakland Redevelopment Agency

Approved as to form and legality on \_\_\_\_\_.

By:  Date: 5-16-03  
for John Russo  
CURTIS S. KIDDER  
City Attorney/Agency Council  
City of Oakland/Oakland Redevelopment Agency

**Department of Toxic Substances Control:**

By:  Date: 6-7-03  
Anthony J. Landis, P.E.  
Chief, Northern California Operations  
Office of Military Facilities



STATE OF CALIFORNIA )

)

COUNTY OF Alameda )

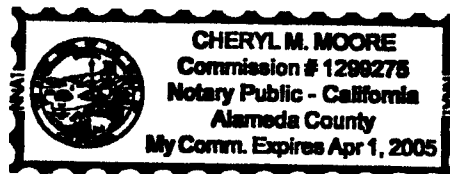
On this 15<sup>th</sup> day of May, in the year 2003, before me  
Cheryl M. Moore, a Notary Public in and for said State,  
personally appeared Aliza Gallo,

personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the  
person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that  
~~he/she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~  
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)  
acted, executed the instrument.

WITNESS my hand and official seal.

Signature

*[Handwritten Signature]*



STATE OF CALIFORNIA

COUNTY OF

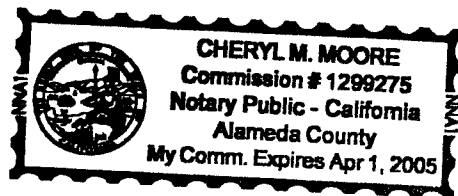
Alameda

On this 15<sup>th</sup> day of May, in the year 2003, before me  
Robert C. Bobb, a ~~Notary Public in and for said State,~~  
personally appeared Cheryl M. Moore, Notary in State  
personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the  
person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that  
he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~  
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)  
acted, executed the instrument.

WITNESS my hand and official seal.

Signature

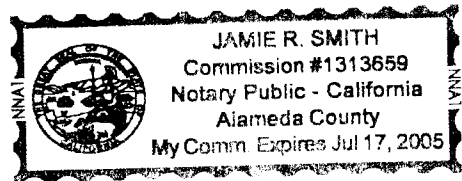
Cheryl M. Moore



STATE OF CALIFORNIA )  
)  
COUNTY OF ALAMEDA )

On this 16<sup>TH</sup> day of MAY, in the year 2003, before me  
JAMIE R. SMITH, a Notary Public in and for said State,  
personally appeared JERRY BROWN,  
personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the  
person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that  
he/~~she/they~~ executed the same in his/her/their authorized capacity(ies), and that by his/~~her/their~~  
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)  
acted, executed the instrument.

WITNESS my hand and official seal.



Signature Jamie R. Smith

STATE OF CALIFORNIA )

)

COUNTY OF ALAMEDA )

On this 16<sup>TH</sup> day of MAY, in the year 2003, before me

JAMIE R. SMITH, a Notary Public in and for said State,

personally appeared CURTIS S. KIDDER,

personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the

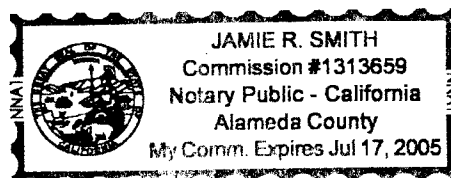
person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that

he/~~she/they~~ executed the same in his/her/their authorized capacity(~~ies~~), and that by his/~~her/their~~

signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~)

acted, executed the instrument.

WITNESS my hand and official seal.



Signature

Jamie R. Smith

STATE OF CALIFORNIA )

)

COUNTY OF Sacramento )

On this 7<sup>th</sup> day of August, in the year 2003, before me  
Kathleen Duncan, a Notary Public in and for said State,  
personally appeared Anthony J. Lardis,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the  
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)  
acted, executed the instrument.

WITNESS my hand and official seal.



Signature Kathleen Duncan

**ILLEGIBLE NOTARY SEAL DECLARATION**

**(GOVERNMENT CODE 27361.7)**

I declare under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

NAME OF NOTARY: *CHERYL M. MOORE*

COMMISSION NUMBER: *1299275*

NOTARY PUBLIC STATE: *CALIFORNIA*

COUNTY: *ALAMEDA*

MY COMMISSION EXPIRES: *APRIL 1, 2005*

SIGNATURE OF DECLARANT: *Paul C Donahue*

PRINT NAME OF DECLARANT: **PAUL C. DONAHUE AGENT FOR FIRST  
AMERICAN TITLE GUARANTY COMPANY**

CITY AND STATE OF EXECUTION: **CITY OF OAKLAND, STATE OF CALIFORNIA**

DATE SIGNED: *AUGUST 8, 2003*

**ILLEGIBLE NOTARY SEAL DECLARATION**

**(GOVERNMENT CODE 27361.7)**

I declare under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

NAME OF NOTARY: JAMIE R. SMITH

COMMISSION NUMBER: 1313659

NOTARY PUBLIC STATE: CALIFORNIA

COUNTY: ALAMEDA

MY COMMISSION EXPIRES: JULY 17, 2005

SIGNATURE OF DECLARANT: Paul C Donahue

PRINT NAME OF DECLARANT: **PAUL C. DONAHUE AGENT FOR FIRST  
AMERICAN TITLE GUARANTY COMPANY**

CITY AND STATE OF EXECUTION: **CITY OF OAKLAND, STATE OF CALIFORNIA**

DATE SIGNED: AUGUST 8, 2003

**ILLEGIBLE NOTARY SEAL DECLARATION**

**(GOVERNMENT CODE 27361.7)**

I declare under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

NAME OF NOTARY: *KATHLEEN DUNCAN*

COMMISSION NUMBER: *1324587*

NOTARY PUBLIC STATE: *CALIFORNIA*

COUNTY: *SACRAMENTO*

MY COMMISSION EXPIRES: *OCTOBER 26, 2005*

SIGNATURE OF DECLARANT: *Paul C Donahue*

PRINT NAME OF DECLARANT: **PAUL C. DONAHUE AGENT FOR FIRST  
AMERICAN TITLE GUARANTY COMPANY**

CITY AND STATE OF EXECUTION: **CITY OF OAKLAND, STATE OF CALIFORNIA**

DATE SIGNED: *AUGUST 8, 2003*



**EXHIBIT A**  
**MAP OF PROPERTY**  
**AND**  
**LEGAL DESCRIPTION**

(The legal description has seventeen pages and the Property map includes seven sheets.)

**Exhibit "A"**  
**Legal Description**  
**Economic Development Conveyance Property**  
**Oakland Army Base**

All that certain real property, in the City of Oakland, County of Alameda, State of California, described as follows:

**Parcel 1**

A portion of the lands described in that certain Final Judgment, United States of America vs. Southern Pacific Railroad Company, et al., Case No. 22212-R, District Court of the United States in and for the Northern District of California, Southern Division, recorded October 23, 1943, in Book 4453 of Official Records, Page 70 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4453 O.R. 70) being that portion of said lands described as "Parcel 3" in an unrecorded "Transfer and Acceptance of Military Real Property", from the Naval Facilities Engineering Command to the Department of the Army, Sacramento District Engineers, Dated October 22, 1970; A portion of the Parcel of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded March 2, 1942, in Book 4189 of Official Records, Page 197 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4189 O.R. 197); A portion of that parcel of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded February 15, 1979 as Document 79-030025, in the Office of the Recorder of said Alameda County (hereinafter referred to as Doc. 79-030025); A portion of those Parcels of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded April 23, 1941, in Book 4017 of Official Records, Page 485 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4017 O.R. 485); A portion of those Parcels of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded October 6, 1941, in Book 4121 of Official Records, Page 191 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4121 O.R. 191); A portion of the lands described in that certain Final Judgment as to Tract 5, United States of America vs. City of Oakland, State of California, et al., Case No. 21930-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded February 16, 1951 in Book 6361 of Official Records, Page 334 in the Office of the Recorder of said Alameda County (hereinafter referred to as 6361 O.R. 334); A portion of the lands described in that certain Final Judgment as to Tract 23, United States of America vs. City of Oakland, State of California, et al., Case No. 21930-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded January 11, 1950 in Book 5987 of Official Records, Page 319 in the Office of the Recorder of said Alameda County (hereinafter referred to as 5987 O.R. 319); And a portion of the lands described in that certain Final Judgment as to Interests of Defendant City of Oakland, A Municipal Corporation, United States of America vs. City of Oakland, et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded February 24, 1960, Reel 032, Image 660 of Official Records in the Office of the Recorder of said Alameda County (hereinafter referred to as Reel: 32, Image:660) all of which are more particularly described as follows:

**COMMENCING** at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10<sup>th</sup> Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence South 38°00'05" West, 989.35 feet to the eastern most corner of Parcel Seven as described in that certain Quitclaim Deed, recorded on June 15, 1999 as Doc. No. 99-222447 of Official Records, in the Office of the Recorder of Alameda County (hereinafter referred to as Doc. 99-222447), being a point on the agreed upon location of the "Low Tide Line of 1852" as described in City of Oakland Ordinance No. 3099 a certified copy of which was recorded on October 10, 1910 in Book 1837 of Deeds, Page 84, in the Office of the Recorder of Alameda County (hereinafter referred to as 1837 Deeds 84), said point being marked by a pin set in concrete in a monument well, as shown on said Army Map and being the **POINT OF BEGINNING** of Parcel 1 as herein described;

Thence departing from said agreed upon location of the "Low Tide Line of 1852", along the northeastern, northern and northwestern lines of said Parcel Seven (Doc. 99-222447), the following eight courses:

- 1) North 51°26'28" West 40.85 feet to the beginning of a non-tangent curve concave southeasterly, having a radius of 137.91 feet and a central angle of 36°35'48", from which beginning the radius point bears South 12°23'22" East;
- 2) along said curve to the left, an arc distance of 88.09 feet;
- 3) South 41°00'50" West, 320.04 feet;
- 4) South 48°54'49" East, 5.00 feet;
- 5) South 41°00'50" West, 423.59 feet;
- 6) North 81°57'10" West, 8.34 feet;
- 7) South 41°00'50" West, 10.00 feet;
- 8) South 48°59'10" East, 12.14 feet to a point on the northern line of Seventh Street as described by City of Oakland in Ordinance No. 481 N.S. finally passed by the Council of the City of Oakland on June 17, 1913;

Thence westerly along said northern line of Seventh Street, North 81°57'10" West 54.98 feet to the southwest corner of Parcel No. 2, Tract 14 as described in said Final Judgment as to Interests

of Defendant City of Oakland, A Municipal Corporation, United States of America vs. City of Oakland, et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L (Reel: 32, Image:660);

Thence departing from the said northern line of Seventh Street, along the northwestern line of said Parcel 2, Tract 14 (Reel: 32, Image:660) also being the northwestern line of Maritime Street, North 41°00'50" East, 4524.40 feet to the southeasterly corner of Parcel 1, Tract 14 (Reel: 32, Image:660);

Thence departing from the said northwestern line of said Parcel 2, Tract 14 (Reel: 32, Image:660) also being the northwestern line of Maritime Street, along the generally southern lines of said Parcel 1, Tract 14 the following nine courses:

- 1) North 81°56'51" West, 519.29 feet;
- 2) North 08°03'07" East, 936.41 feet;
- 3) South 86°48'30" West, 500.27 feet;
- 4) South 59°33'40" West, 589.58 feet;
- 5) North 75°26'49" West, 983.14 feet;
- 6) South 49°35'36" West, 978.73 feet;
- 7) North 40°23'33" West, 539.98 feet;
- 8) South 31°07'59" West, 1610.00 feet;
- 9) South 82°10'52" West, 510.13 feet to a point on said southern line, from which the southwest corner of said Parcel 1, Tract 14 bears South 82°10'52" West 3279.06 feet, said point being the southeast corner of that portion of Parcel 1 of Tract 14 that is alleged to have been transferred to the General Services Agency by the Army in an unrecorded form entitled "Real Property Acquisition Advice" dated March 28, 1983 and which alleges to describe the "underwater portion of Tract A-114 comprising the westward 138 acres+/-" (hereinafter referred to as the GSA Parcel);

Thence departing from the said generally southern line of said Parcel 1, Tract 14, along a line that is parallel with the western line of said Parcel 1, Tract 14, being the eastern line of the GSA Parcel, North 01°07'59" East 1113.29 feet;

Thence departing from said parallel line at right angles, South 88°52'01" East 611.72 feet to an angle point on the existing face of wharf located at the portion of the Oakland Army Base formerly known as Pier 7;

Thence northerly and westerly along said face of wharf, the following two courses:

1) North 41°16'18" East, 124.89 feet;

2) North 48°38'16" West, 249.42 feet to a point in the existing western perimeter fence line of said Pier 7;

Thence northerly along the said western perimeter fence line of Pier 7, the following two courses:

1) North 20°41'10" West, 640.82 feet;

2) North 1°48'40" West, 114.71 feet to a point on the southern line of Parcel "S" as described in that certain Indenture and Conveyance by and between the State of California acting by and through it's Department of Public Works and the California Toll Bridge Authority, and City of Oakland, acting by and through it's Board of Port Commissioners and recorded on February 17, 1942 in Book 4186 of Official Records, at Page 156 in the Office of the Recorder of Alameda County (hereinafter referred to as 4186 O.R. 156);

Thence along the southern line of said Parcel "S" (4186 O.R. 156), the following two courses:

1) North 88°08'30" East, 291.86 feet;

2) North 81°36'26" East, 3747.00 feet to the western most corner of said lands described in Final Judgment as to Tract 5, United States of America vs. City of Oakland, State of California, et al., Case No. 21930-L, (6361 O.R. 334);

Thence along the northern line of said Tract 5, North 64°17'11" East 397.63 feet to the western most corner of said lands described in Final Judgment as to Tract 23, United States of America vs. City of Oakland, State of California, et al., Case No. 21930-L (5987 O.R. 319) said angle point being marked by a 1 ½" brass disc with punch in the top of a concrete culvert as shown on said Army Map;

Thence along the northern line of said Tract 23, North 71°46'34" East 111.41 feet to the western most corner of Parcel 56444 as described in that certain Quitclaim Deed (I-880 Connector Corridor) recorded on February 13, 2002 as Document No. 2002072863 of Official Records in the Office of the Recorder of Alameda County (hereinafter referred to as Doc. 2002072863) said western corner being marked by a 1" iron pipe and CalTrans cap as shown on Record of Survey No. 1687, filed in Book 25 of Surveys, Pages 58-69, Alameda County Official Records, said western most corner of Parcel 56444 is further described as being the beginning of a non-tangent curve in the southwesterly line of said Parcel 56444, whose radius point bears South 8°37'39" West from said western most corner of Parcel 56444, said non-tangent curve being concave southwesterly, having a radius of 1457.00 feet, a central angle of 9°28'45";

Thence, along the generally southwestern line of said Parcel 56444, the following fifteen courses:

1) along said curve to the right, an arc distance of 241.05 feet;

- 2) South  $63^{\circ}07'59''$  East, 314.87 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;
- 3) South  $59^{\circ}26'20''$  East, 388.09 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;
- 4) South  $54^{\circ}38'31''$  East, 108.88 feet;
- 5) South  $71^{\circ}14'04''$  East, 214.96 feet;
- 6) South  $68^{\circ}12'53''$  East, 121.49 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;
- 7) South  $52^{\circ}34'03''$  East, 57.26 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;
- 8) South  $26^{\circ}23'46''$  West, 50.81 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;
- 9) South  $67^{\circ}50'56''$  East, 108.73 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;
- 10) North  $40^{\circ}50'20''$  East, 50.00 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;
- 11) South  $59^{\circ}26'20''$  East, 469.79 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;
- 12) South  $64^{\circ}31'30''$  East, 100.40 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;
- 13) South  $59^{\circ}20'55''$  East, 161.93 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687 marking the beginning of a non-tangent curve concave southwesterly, having a radius of 926.00 feet and a central angle of  $13^{\circ}07'36''$ , from which the radius point bears South  $31^{\circ}52'38''$  West;
- 14) along said curve to the right, an arc distance of 212.15 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687 marking the beginning of a non-tangent curve concave westerly, having a radius of 926.00 feet and a central angle of  $57^{\circ}35'58''$ , from which the radius point bears South  $47^{\circ}51'29''$  West;
- 15) along said curve to the right an arc distance of 930.91 feet to the intersection of said curve with the southeastern line of Parcel No. 1 as described in said Indenture between the Southern Pacific Company and the United States of America (4121, Page 191);

Thence along the southeastern line of said lands of said Parcel 1 (4121 O.R. 191), the southeastern line of the said parcel of land described in the Indenture between the Southern Pacific Company and the United States of America (Doc. 79-030025) and the southeastern line of said parcel of land described in the Indenture between the Southern Pacific Company and the United States of America (4189 O.R. 197), South 44°38'39" West, 2418.42 feet to an angle point in the southeastern line of said parcel;

Thence continuing along said southeastern line (4189 O.R. 197), South 50°22'32" West, 2558.74 feet to the eastern most corner of Parcel Six of said Quitclaim Deed (Doc. 99222447);

Thence along the northern line of said Parcel Six, the following six courses:

- 1) North 81°56'42" West, 579.78 feet;
- 2) North 56°26'26" West, 360.91 feet;
- 3) North 20°08'21" West, 15.45 feet;
- 4) North 14°24'00" West, 25.00 feet;
- 5) North 00°04'48" East, 10.68 feet;
- 6) North 51°26'30" West, 210.65 feet to the **POINT OF BEGINNING**, containing 15,425,853 square feet (354.129 acres), more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this legal description.

**EXCEPTING THEREFROM**, that portion of Parcel 1, as hereinabove described, commonly referred to as the **"Building 780 Parcel"** being more particularly described as follows:

#### **Parcel 1A**

A portion of that certain Parcel of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded March 2, 1942, in Book 4189 of Official Records, Page 197 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4189 O.R. 197), being Parcel B as described in that unrecorded "Transfer and Acceptance of Military Real Property" from the Military Traffic Management Command of the Oakland Army Base to the 63<sup>rd</sup> R.S.C., dated December 17, 1998 (hereinafter referred to as the Building 780 Parcel), and being more particularly described as follows:

**COMMENCING** at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10<sup>th</sup> Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990,

filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence North 77°06'11" East 1106.11 feet to the western most corner of said Building 780 Parcel, said corner being marked by a bolt and washer stamped "LS 6379", being the **POINT OF BEGINNING** of Parcel 1A as herein described;

Thence along the northwest, northeast, southeast and generally southwestern lines of said Building 780 Parcel, the following eight courses:

- 1) North 08°06'06" East, 425.20 feet to the northern most corner of said parcel, said corner being marked by a concrete nail and shiner stamped "LS 6379";
- 2) South 81°58'14" East, 655.73 feet to the eastern most corner of said parcel;
- 3) South 08°01'46" West, 294.89 feet to the southeast corner of said parcel, said corner being marked by a pipe and plug stamped "LS 6379";
- 4) North 82°02'59" West, 117.67 feet to an angle point in said generally southwestern line, said angle point being marked by a pipe and plug stamped "LS 6379";
- 5) North 07°49'06" East, 31.76 feet to an angle point in said generally southwestern line, said angle point being marked by a pipe and plug stamped "LS 6379";
- 6) North 82°00'47" West, 261.81 feet to an angle point in said generally southwestern line;
- 7) South 07°59'16" West, 161.25 feet to an angle point in said southwesterly line, said angle point being marked by a 2.5" brass disk and bolt stamped "LS 6379";
- 8) North 82°03'57" West, 276.78 feet to the **POINT OF BEGINNING**, containing 221,199 square feet (5.078 acres) more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this legal description.

**AND ALSO EXCEPTING THEREFROM**, that portion of Parcel 1 as hereinabove described, commonly referred to as the "**Building 762 Parcel**" being more particularly described as follows:

#### **Parcel 1B**

A portion of that Parcel of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded February 15, 1979 as Document 79-030025, in the Office of the Recorder of said Alameda County (hereinafter referred to as Doc. 79-030025); A portion of the Parcel of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded March 2, 1942, in Book 4189 of Official Records, Page 197 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4189 O.R. 197); A portion of the lands described in that certain Final



Judgment as to Interests of Defendant City of Oakland, A Municipal Corporation, United States of America vs. City of Oakland, et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded February 24, 1960, Reel 032, Image 660 of Official Records in the Office of the Recorder of said Alameda County (herein after referred to as Reel:032, Image 660), being the "Parcel Encompassing Building 762" as described in that certain unrecorded "Transfer and Acceptance of Military Real Property" from the Military Traffic Management Command of the Oakland Army Base to the 63<sup>rd</sup> R.S.C., dated September 3, 1997 (herein after referred to as the Building 762 Parcel), and being more particularly described as follows:

**COMMENCING** at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10<sup>th</sup> Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence, North 43°48'16" East 958.07 feet to the western most corner of said Building 762 Parcel, said corner being marked by a 5/8" rebar with plastic cap stamped "LS 5671" being the **POINT OF BEGINNING** of Parcel 1B as herein described;

Thence, along the northwest, northeast, southeast and southwest lines of said parcel the following four courses:

- 1) North 41°02'39" East, 238.78 feet to the northern most corner of said parcel;
- 2) South 82°00'39" East, 299.96 feet to the eastern most corner of said parcel, said corner being marked by a 5/8" rebar with plastic cap stamped "LS 5671";
- 3) South 07°51'10" West, 200.86 feet to the southern most corner of said parcel, said corner being marked by a 5/8" rebar with plastic cap stamped "LS 5671";
- 4) North 81°54'53" West, 430.68 feet to the **POINT OF BEGINNING**, containing 73,278 square feet (1.682 acres) more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this legal description.

The net area for Parcel 1 as herein above described (Parcel 1 area minus the areas for the Building 762 & 780 Parcels) contains 15,131,376 square feet (347.369 acres) more or less, measured in ground distances, of which 2,171,539 square feet (49.852 acres) is comprised of submerged lands, and 12,959,837 square feet (297.517 acres) is comprised of wharf structures and uplands.

## **Parcel 2**

A portion of the Parcels of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded April 23, 1941, in Book 4017 of Official Records, Page 485 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4017 O.R. 485); A portion of the Parcels of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded October 6, 1941, in Book 4121 of Official Records, Page 191 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4121 O.R. 191) ; A portion of the lands described in that certain Final Judgment as to Tract 1 and as to Lack of Interests of Certain Persons as to Property Subject to the Above Action, United States of America vs. Santa Fe Land and Improvement Co., Southern Pacific Railroad Company, et al., Case No. 23099-S, District Court of the United States in and for the Northern District of California, Southern Division, recorded October 22, 1951, in Book 6566 of Official Records, Page 301 in the Office of the Recorder of said Alameda County (hereinafter referred to as 6566 O.R. 301); A portion of the lands described in that certain Final Judgment as to Interests of Defendant City of Oakland, A Municipal Corporation, United States of America vs. City of Oakland, et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded February 24, 1960, Reel 032, Image 660 of Official Records in the Office of the Recorder of said Alameda County (hereinafter referred to as Reel:032, Image 660); A portion of the lands described in that certain Final Judgment as to Tract 5, United States of America vs. City of Oakland, State of California, et al., Case No. 21930-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded February 16, 1951 in Book 6361 of Official Records, Page 334 in the Office of the Recorder of said Alameda County hereinafter referred to as 6361 O.R. 334); A portion of the lands described in that certain Final Judgment as to Parcel No. 6, United States of America vs. City of Oakland, State of California, et al., Case No. 21930-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded May 23, 1960, Reel 092, Image 111 of Official Records, in the Office of the Recorder of said Alameda County (hereinafter referred to as Reel:092, Image:111), all of which are more particularly described as follows:

**COMMENCING** at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10<sup>th</sup> Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence North 48°22'05" East, 5692.24 feet to the northern most corner of Parcel 1, Tract 1 as described in said Final Judgment as to Tract 1 and as to Lack of Interests of Certain Persons as to Property Subject to the Above Action, United States of America vs. Santa Fe Land and Improvement Co., Southern Pacific Railroad Company, et al., Case No. 23099-S (6566 O.R. 301), said corner being the northwesterly terminus of the course "North 71°40'17" West 585.40 feet" in the description for said Parcel 1, Tract 1 (6566 O.R. 301), said corner being marked by a 2 ½" brass disk with punch mark stamped "City of Oakland Survey Station 8NW9" as shown on Record of Survey No. 1705, filed in Book 26 of Records of Surveys, at Page 1, Alameda County

Official Records, said corner being the **POINT OF BEGINNING** of Parcel 2 as herein described;

Thence, along the northeastern, southeastern and southwestern lines of said Parcel 1, Tract 1 (6566 O.R. 301) the following six courses:

- 1) South 70°28'41" East, 585.40 feet to an angle point in said line;
- 2) South 72°37'22" East, 182.32 feet to an angle point in said line;
- 3) South 76°59'49" East, 90.66 feet to an angle point in said line;
- 4) South 73°41'18" East, 136.19 feet to the eastern most corner of said Parcel 1 , Tract 1(6566 O.R. 301);
- 5) South 17°25'06" West, 105.53 feet to the southern most corner of said Parcel 1, Tract 1 (6566 O.R. 301) said corner being the beginning of a non-tangent curve concave southwesterly, having a radius of 682.89 feet and a central angle of 9°29'05", from which beginning the radius bears South 41°48'27" West;
- 6) along said curve to the left, an arc distance of 113.04 feet to the northeast corner of Parcel 2 described in said Indenture between the Southern Pacific Company and the United States of America (4121 O.R. 191);

Thence along the southeastern line of said Parcel 2 (4121 O.R. 191), South 30°58'28" West, 943.37 feet to the eastern most corner of Parcel 56444 as described in that certain Quitclaim Deed, recorded on February 13, 2002 as Document No. 2002072863 of Official Records, in the Office of the Recorder of Alameda County (hereinafter referred to as Doc. 2002072863);

Thence along the northeastern line of said Parcel 56444 (Doc. 2002072863) the following two courses:

- 1) North 42°37'24" West, 128.15 feet to the beginning of a curve concave southwesterly, having a radius of 1647.00 feet and a central angle of 0°35'58";
- 2) along said curve to the left, an arc distance of 17.23 feet to a point on the southeastern line of Parcel A as described in an unrecorded "Transfer and Acceptance of Military Real Property" from the Military Traffic Management Command of the Oakland Army Base to the 63<sup>rd</sup> R.S.C., dated December 17, said Parcel A being commonly referred to as the "Subaru Lot" (said Parcel A will hereinafter be referred to as the Subaru Lot); said southeastern line being the course "South 56°00'54" West, 39.01 feet" in the description of said Parcel A (the Subaru Lot);

Thence departing from the said northeastern line of Parcel 56444 (Doc. 2002072863), along the southeastern, eastern, northeastern and northern lines of said Parcel A (the Subaru Lot), the following twenty-four courses:

- 1) North 56°00'39" East, 30.42 feet to an angle point in said line;
- 2) North 49°48'18" East, 93.04 feet to an angle point in said line, said point being marked by a nail and washer with tag stamped LS 6379;
- 3) North 40°33'22" East, 49.03 feet to an angle point in said line, said point being marked by a nail and washer with tag stamped LS 6379;
- 4) North 37°08'59" East, 99.92 feet to an angle point in said line, said point being marked by a nail and washer with tag stamped LS 6379;
- 5) North 30°42'24" East, 148.96 feet to an angle point in said line, said point being marked by a nail and washer with tag stamped LS 6379;
- 6) North 25°50'39" East, 100.04 feet to the beginning of a curve concave westerly having a radius of 199.99 feet and a central angle of 25°52'29", said beginning of curve being marked by a nail and washer with tag stamped LS 6379;
- 7) along said curve to the left, an arc distance of 90.32 feet to the beginning of a curve concave southwesterly, having a radius of 354.97 feet and a central angle of 59°49'02", said beginning of curve being marked by a nail and washer with tag stamped LS 6379;
- 8) along said curve to the left, an arc distance of 370.59 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped LS 6379;
- 9) North 71°25'40" West, 87.02 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped LS 6379;
- 10) North 74°35'56" West, 103.17 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped LS 6379;
- 11) North 71°46'24" West, 32.44 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped LS 6379;
- 12) North 70°14'16" West, 101.26 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped LS 6379;
- 13) North 69°21'45" West, 49.64 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped LS 6379;
- 14) North 63°28'21" West, 40.88 feet to an angle point in said line, said point being marked by a ¾" brass tag in concrete stamped LS 6379;
- 15) North 66°07'36" West, 44.94 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped LS 6379;

16) North 69°32'54" West, 44.74 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped LS 6379;

17) North 72°38'25" West, 67.85 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped LS 6379;

18) North 70°15'39" West, 49.25 feet to an angle point in said line, said point being marked by a 1" iron pipe with plug stamped LS 6379;

19) South 80°41'00" West, 170.83 feet to an angle point in said line, said point being marked by a 1" iron pipe with plug stamped LS 6379;

20) North 87°09'05" West, 415.50 feet to beginning of a curve concave southerly, having a radius of 299.98 feet and a central angle of 25°11'31", said beginning of curve being marked by a 1" iron pipe with plug stamped LS 6379;

21) along said curve to the left, an arc distance of 131.90 feet to an angle point in said line;

22) South 67°39'24" West, 25.68 feet to the beginning of a curve concave southeasterly, having a radius of 199.99 feet and a central angle of 39°56'30", said beginning of curve being marked by a 1" iron pipe with plug and tack stamped LS 6379;

23) along said curve to the left, an arc distance of 139.42 feet to the beginning of a curve concave easterly, having a radius of 20.00 feet and a central angle of 29°55'43", said beginning of curve being marked by a 1 ½" brass disk and spike stamped LS 6379;

24) along said curve to the left, an arc distance of 10.45 feet to the intersection of said curve with the northeastern line of said Parcel 56444 (Doc. 2002072863), being a point on the course described as "South 65°41'47" East 135.08 feet" in the description of said Parcel 56444 (Doc. 2002072863);

Thence along said northeastern line of Parcel 56444 (Doc. 2002072863), the following seven courses:

1) North 65°41'40" West, 109.04 feet to an angle point in said line;

2) North 49°47'18" West, 162.81 feet to an angle point in said line;

3) North 54°46'46" West, 103.19 feet to an angle point in said line, said angle point being marked by a 1" iron pipe and CalTrans cap as shown on Record of Survey No. 1687 filed in Book 25 of Records of Surveys, at Pages 58-69, Alameda County Official Records;

4) North 47°07'33" West, 55.66 feet to the beginning of a curve concave southwesterly, having a radius of 1160.00 feet and a central angle of 12°07'10", said beginning of curve being marked by a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;

5) along said curve to the left, an arc distance of 245.37 feet to an angle point in said line, said angle point being marked by a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;

6) North 59°14'43" West, 262.30 feet to an angle point in said line, said angle point being marked by a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;

7) North 57°29'34" West, 66.49 feet to a point on a non-tangent curve concave southerly, having a radius of 1252.80 feet and a central angle of 8°05'48", from which the radius point bears South 08°32'47" East, said beginning of non-tangent curve being on a point on the generally northern line of "Parcel 3, Baldwin Yard" as shown on Record of Survey No. 1704, filed in Book 26 of Records of Surveys, at Page 65, Alameda County Official Records;

Thence departing from said northeastern line of Parcel 56444 (Doc. 2002072863), along said generally northern line of "Parcel 3, Baldwin Yard", the following three courses:

1) along said curve to the right, an arc distance of 177.04 feet to the beginning of a non-tangent curve concave southerly having a radius of 3336.10 feet and a central angle of 19°16'27", from which the radius point bears South 00°34'42" East;

2) along said curve to the right, an arc distance of 1122.26 feet to an angle point in said line;

3) South 71°17'43" East, 326.69 feet to an angle point in said line;

Thence departing from said generally northern line, South 70°28'52" East, 223.98 feet to a point on the northwest line of Parcel 2, Tract 14 as described in said Final Judgment as to Interests of Defendant City of Oakland, A Municipal Corporation, United States of America vs. City of Oakland et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L (Reel: 32, Image:660) also being the northwest line of former 34<sup>th</sup> Street (now Wake Avenue);

Thence along said northwest line of said Parcel 2, Tract 14 (Reel: 32, Image:660), North 79°57'58" East, 36.10 feet to the eastern most corner of said lands described in said Final Judgment as to Parcel No. 6, United States of America vs. City of Oakland, State of California, et al., Case No. 21930-L (Reel: 92, Image: 111);

Thence departing from said northwest line of said Parcel 2, Tract 14 (Reel: 32, Image:660), South 13°11'35" East, 60.09 feet to a point on the southeast line of said Parcel 2, Tract 14, also being the southeast line of former 34<sup>th</sup> Street (now Wake Avenue);

Thence along said southeast line of said Parcel 2, Tract 14 (Reel: 32, Image:660), North 79°57'58" East 11.54 feet to the **POINT OF BEGINNING**, containing 700,924 square feet (16.091 acres) more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this legal description.

**TOGETHER WITH:**

## **Parcel 2A**

All right, title and interest in and to Tract 1, Parcel 2 described in that certain Final Judgment as to Tract 1 and as to Lack of Interests of Certain Persons as to Property Subject to the Above Action, United States of America vs. Santa Fe Land and Improvement Co., Southern Pacific Railroad Company, et al., Case No. 23099-S, District Court of the United States in and for the Northern District of California, Southern Division, recorded October 22, 1951, in Book 6566 of Official Records, Page 301 in the Office of the Recorder of said Alameda County (hereinafter referred to as 6566 O.R. 301), being (1) all right title and interest in and to the existing over-head vehicular and/or railroad trestle located on said land (to the extent that the trestle still exists), and (2) A Perpetual Easement to use, patrol, maintain, operate, repair and/or reconstruct said existing over-head vehicular and/or railroad trestle in, over and across the property, including (but not by way of limitation) all such rights as were created by deed from Southern Pacific Railroad Company, a corporation, et al., to State of California, dated January 26, 1940 and recorded December 18, 1940 in Volume 4015 at page 159, Official Records of Alameda County (hereinafter referred to as 4015 O.R. 159), and being more particularly described as follows:

**COMMENCING** at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10<sup>th</sup> Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence North 48°22'05" East, 5692.24 feet to the northern most corner of Parcel 1, Tract 1 as described in said Final Judgment as to Tract 1 and as to Lack of Interests of Certain Persons as to Property Subject to the Above Action, United States of America vs. Santa Fe Land and Improvement Co., Southern Pacific Railroad Company, et al., Case No. 23099-S (6566 O.R. 301), said corner being the northwestern terminus of the course described as "North 71°40'17" West 585.40 feet" in the description of said Parcel 1, Tract 1 (6566 O.R. 301), said corner being marked by a 2 ½" brass disk with punch mark stamped "City of Oakland Survey Station 8NW9" as shown on Record of Survey No. 1705, filed in Book 26 of Records of Surveys, at Page 1, Alameda County Official Records;

Thence, along the generally northeastern line of said Parcel 1, Tract 1 (6566 O.R. 301) the following four courses:

- 1) South 70°28'41" East, 585.40 feet to an angle point in said line;
- 2) South 72°37'22" East, 182.32 feet to an angle point in said line;
- 3) South 76°59'49" East, 90.66 feet to an angle point in said line;

4) South 73°41'18" East, 136.19 feet to the eastern most corner of said Parcel 1, Tract 1 (6566 O.R. 301), said corner being the **POINT OF BEGINNING** of Parcel 2A as herein described;

Thence South 73°42'10" East, 3.70 feet to the beginning of a non-tangent curve concave southwesterly, having a radius of 534.64 feet and a central angle of 33°28'21", from which the radius point bears South 36°56'18" West;

Thence along said curve to the right, an arc distance of 312.34 feet to the beginning of a non-tangent curve concave westerly, having a radius of 3984.81 feet and a central angle of 1°34'21", from which beginning the radius point bears North 70°35'22" West;

Thence along said curve to the right, an arc distance of 109.36 feet to the beginning of a non-tangent curve concave westerly, having a radius of 4595.37 feet and a central angle of 0°17'23", from which beginning the radius point bears North 69°01'01" West;

Thence along said curve to the right, an arc distance of 23.24 feet;

Thence South 05°47'40" East, 45.22 feet;

Thence South 25°13'46" West, 15.00 feet to the beginning of a non-tangent curve concave southeasterly, having a radius of 655.70 feet and a central angle of 3°38'17", from which the radius point bears South 54°58'48" East;

Thence along said curve to the left, an arc distance of 41.63 feet to the beginning of a non-tangent curve concave southwesterly, having a radius of 434.65 feet and a central angle of 52°03'51", from which beginning the radius point bears North 84°55'35" West;

Thence along said curve to the left, an arc distance of 394.96 feet to the beginning of a non-tangent curve concave southwesterly, having a radius of 682.84 feet and a central angle of 1°11'51", from which beginning the radius point bears South 44°12'24" West;

Thence along said curve to the left, an arc distance of 14.27 feet;

Thence North 17°25'06" East, 105.53 feet to the **POINT OF BEGINNING**, containing 34,969 square feet (0.803 acres) more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this legal description.

#### **AND ALSO TOGETHER WITH:**

##### **Parcel 2B**

That portion of the lands described in that certain Indenture between the United States of America and the East Bay Municipal Utility District, recorded August 22, 1973 at Reel 3494, Image 953 in the office of the Recorder of said Alameda County (Reel:3494, Image:953), being



an Easement for Army Drill Track Purposes over and across said portion of lands (Reel:3494, Image:953) being more particularly described as follows:

**COMMENCING** at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10<sup>th</sup> Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence North 48°22'05" East, 5692.24 feet to the northern most corner of Parcel 1, Tract 1 as described in said Final Judgment as to Tract 1 and as to Lack of Interests of Certain Persons as to Property Subject to the Above Action, United States of America vs. Santa Fe Land and Improvement Co., Southern Pacific Railroad Company, et al., Case No. 23099-S (6566 O.R. 301), said corner being the northwestern terminus of the course described as "North 71°40'17" West 585.40 feet" in the description of said Parcel 1, Tract 1 (6566 O.R. 301), being a point on the southeast line of Parcel 2, Tract 14 as described in that certain Final Judgment as to Interests of Defendant City of Oakland, A Municipal Corporation, United States of America vs. City of Oakland, et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded February 24, 1960, Reel 032, Image 660 of Official Records in the Office of the Recorder of Alameda County (hereinafter referred to as Reel: 32, Image:660), said corner being marked by a 2 ½" brass disk with punch mark stamped "City of Oakland Survey Station 8NW9" as shown on Record of Survey No. 1705, filed in Book 26 of Records of Surveys, at Page 1, Alameda County Official Records;

Thence along said southeast line of said Parcel 2, Tract 14 (Reel: 32, Image:660), also being the southeast line of former 34<sup>th</sup> Street (now Wake Avenue) the following two courses:

1) North 79°57'58" East, 295.64 feet;

2) North 76°48'55" East, 942.61 feet to a point on a curve that is concentric with and 60.00 feet westerly of the western line of the Southern Pacific Company Right of Way, as said right of way is shown upon said unrecorded map (the Army Map), said western line also being the eastern line of said easement for drill track purposes (Reel:3494, Image:953), said concentric curve being a non-tangent curve concave westerly, having a radius of 7529.50 feet and a central angle of 4°36'37", from which the radius point bears North 75°31'12" West, said point on said concentric curve being the **POINT OF BEGINNING** of Parcel 2B as herein described;

Thence along said concentric curve to the left, an arc distance of 605.85 feet to the beginning of a compound curve concave westerly, having a radius of 10632.98 feet and a central angle of 1°47'52", from which beginning the radius point bears North 80°07'49" West, said compound curve also being concentric with and 60.00 feet westerly of the western line of the said Southern

Pacific Company Right of Way as said right of way is shown upon said unrecorded map (the Army Map);

Thence along said concentric curve to the left, an arc distance of 333.62 feet to the northeastern line of the said lands described in that certain Indenture between the United States of America and the East Bay Municipal Utility District (Reel:3494, Image:953);

Thence along said northeastern line South  $58^{\circ}07'37''$  East, 65.54 feet to a point on said western line of the said Southern Pacific Company Right of Way as said right of way is shown upon said unrecorded map (the Army Map), said point being the beginning of a non-tangent curve concave westerly, having a radius of 10692.98 feet and a central angle of  $1^{\circ}39'22''$ , from which beginning the radius point bears North  $81^{\circ}47'10''$  West;

Thence along said western line of the said Southern Pacific Company right of way as said right of way is shown upon said unrecorded map (the Army Map) the following two courses:

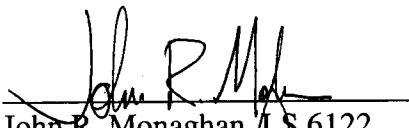
- 1) along said curve to the right, an arc distance of 309.06 feet to the beginning of a compound curve, concave westerly having a radius of 7589.49 feet and a central angle of  $4^{\circ}22'23''$ ;
- 2) along said curve to the right, an arc distance of 579.26 feet to said southeast line of said Parcel 2, Tract 14 (Reel: 32, Image:660);

Thence along said southeast line of said Parcel 2, Tract 14 (Reel: 32, Image:660), South  $76^{\circ}48'55''$  West, 67.67 feet to the **POINT OF BEGINNING**, containing 54,841 square feet (1.259 acres) more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this legal description.

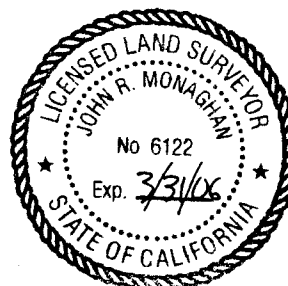
Bearings and distances called for herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Records of Surveys, Pages 50-60, Alameda County Records unless otherwise indicated. To obtain ground level distances, multiply distances called for herein by 1.0000705.

#### End of Description

I hereby state that this description and its accompanying plat were prepared by me, or under my direction, in April 2003.

  
John R. Monaghan, LS 6122  
License Expires: 03/31/06

7/24/03  
Date



SHEET 3

INTERSTATE 80

Pcl. 2B  
SHEET 7

Parcel 2

SHEET 6

Parcel 1

SHEET 5

Pcl. 2A  
SHEET 7

OUTER  
HARBOR

MARITIME STREET

14th ST.

Pcl. 1B

Pcl. 1A

INTERSTATE 880

WEST  
OAKLAND

7th ST.

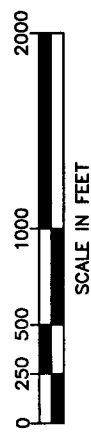
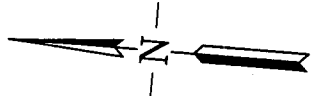
SHEET 2

# LEGEND

- Dimension point
- Monument
- Pin monument in well
- Disk monument in well
- Disk monument flush
- E.D.C. Parcel line
- Other Parcel line

## BASIS OF BEARINGS

Bearings and distances shown hereon are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon Record of Survey 990, filed in Book 18 of Records of Survey, at Pages 50-60, Alameda County Records. To obtain ground level distances, multiply distances shown hereon by 1.0000705.



# PORT OF OAKLAND

LAND SURVEYS AND MAPPING



530 Water Street  
Oakland, California

## EXHIBIT "A"

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
ECONOMIC DEVELOPMENT CONVEYANCE PROPERTY  
OAKLAND ARMY BASE

DRAWN BY: DAM	Field Bk:
CHECKED BY: JRM	Wrk. Ord: 104471
SCALE: 1" = 1000'	Data File:
DATE: 3/24/2003	Revision: 5
SHEET 1 OF 7	Rev. date: 7/24/2003
ATTACHMENTS:	
FILE LOC.: > EDC-PLAT_R5.DWG (1)	



NOTE: ALL AREAS SHOWN HEREON ARE MEASURED IN GROUND DISTANCES.

SEE SHEET 4

INTERSTATE 80

City of Oakland  
Doc. 79-034788 (Parcel 2)

City of Oakland  
Doc. 79-034788 (Parcel 1)

State of California "S"  
4186 O.R. 156 (Parcel "S")

U.S.A.  
6361 O.R. 334

**Parcel 1**  
15,131,376 Sq. Ft. NET TOTAL  
(347.369 Ac.)

EXISTING  
FACE OF WHARF

WHARF STRUCTURES  
AND UPLANDS AREA  
12,959,837 Sq. Ft.  
(297.517 Ac.)

SUBMERGED AREA  
2,171,539 Sq. Ft.  
(49.852 Ac.)

City of Oakland  
Stat. 1911, Ch. 657

N01°07'59"E 1113.29'

S31°07'59"W 1610.00'

510.13'

S82°10'52"W

611.72'

S88°52'01"E

N20°41'10"W

640.82'

L12

L13

L10

L9

U.S.A.  
RE:32 IM:660

Pcl.1

14

539.98'

N40°23'33"W

978.73'

S49°35'36"W

983.14'

N75°26'49"W

500.27'

S59°33'40"W

586°48'30"W

936.41'

N08°03'07"E

519.29'

N81°56'51"W

452.40'

N41°00'50"E

RE:32 IM:660

U.S.A.

Pcl.2

14

U.S.A.

RE:32 IM:660

452.40'

N41°00'50"E

519.29'

N81°56'51"W

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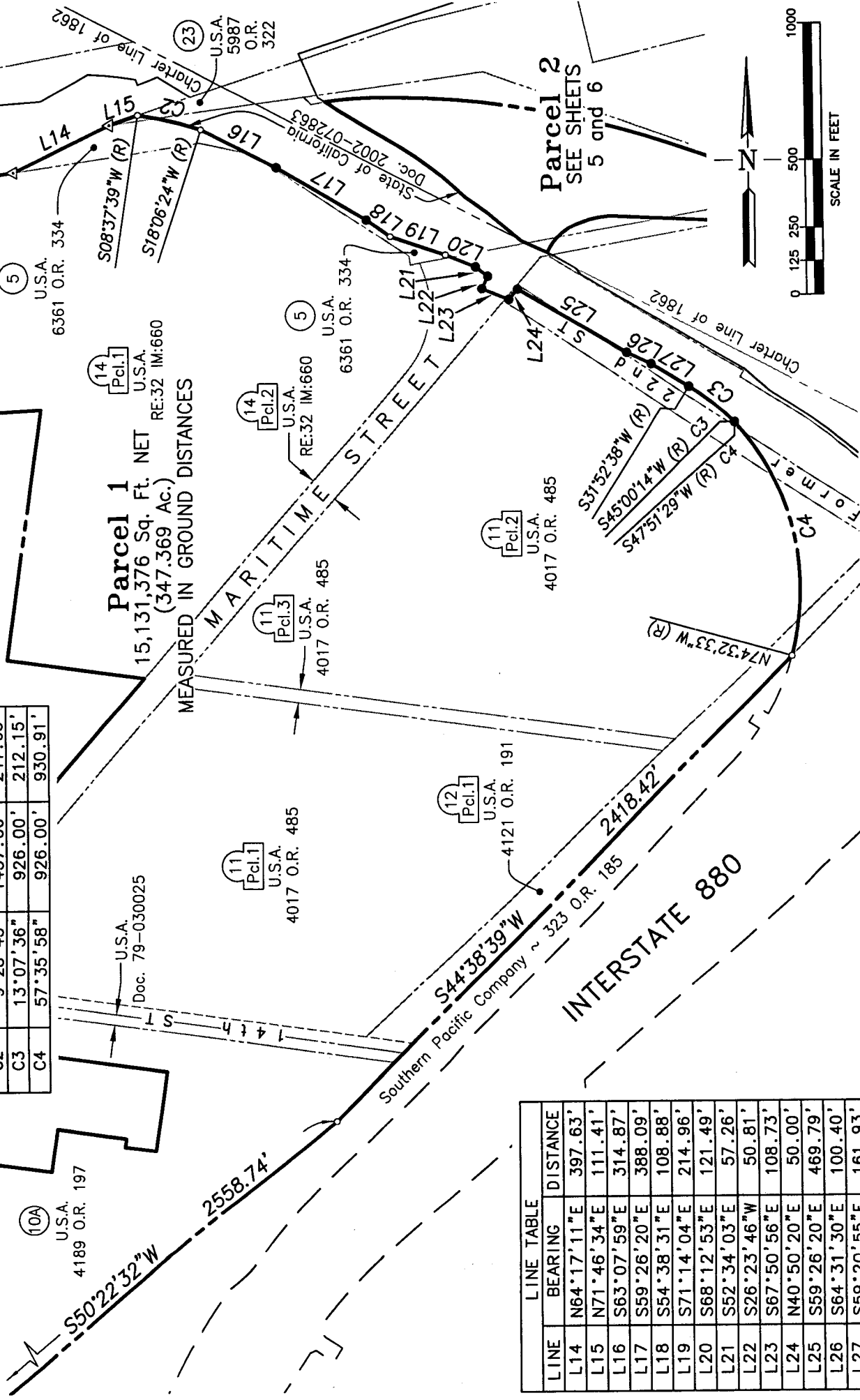
519.29'

SEE SHEET 2

SEE SHEET 3

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C2	9°28'45"	1457.00'	241.05'
C3	13°07'36"	926.00'	212.15'
C4	57°35'58"	926.00'	930.91'

LINE TABLE		
LINE	BEARING	DISTANCE
L14	N64°17'11"E	397.63'
L15	N71°46'34"E	111.41'
L16	S63°07'59"E	314.87'
L17	S59°26'20"E	388.09'
L18	S54°38'31"E	108.88'
L19	S71°14'04"E	214.96'
L20	S68°12'53"E	121.49'
L21	S52°34'03"E	57.26'
L22	S26°23'46"W	50.81'
L23	S67°50'56"E	108.73'
L24	N40°50'20"E	50.00'
L25	S59°26'20"E	469.79'
L26	S64°31'30"E	100.40'
L27	S59°20'55"E	161.93'



**PORT OF OAKLAND**  
 LAND SURVEYS AND MAPPING  
 530 Water Street  
 Oakland, California

EXHIBIT "A"  
 PLAT TO ACCOMPANY LEGAL DESCRIPTION  
 ECONOMIC DEVELOPMENT CONVEYANCE PROPERTY  
 OAKLAND ARMY BASE

DRAWN BY: DAM	Field Bk:
CHECKED BY: JRM	Wrk. Ord: 104471
SCALE: 1" = 500'	Data File:
DATE: 3/24/2003	Revision: 5
SHEET 4 OF 7	Rev. date: 7/24/2003
ATTACHMENTS:	
FILE LOC.: EDC-PLAT_R5.DWG (4)	

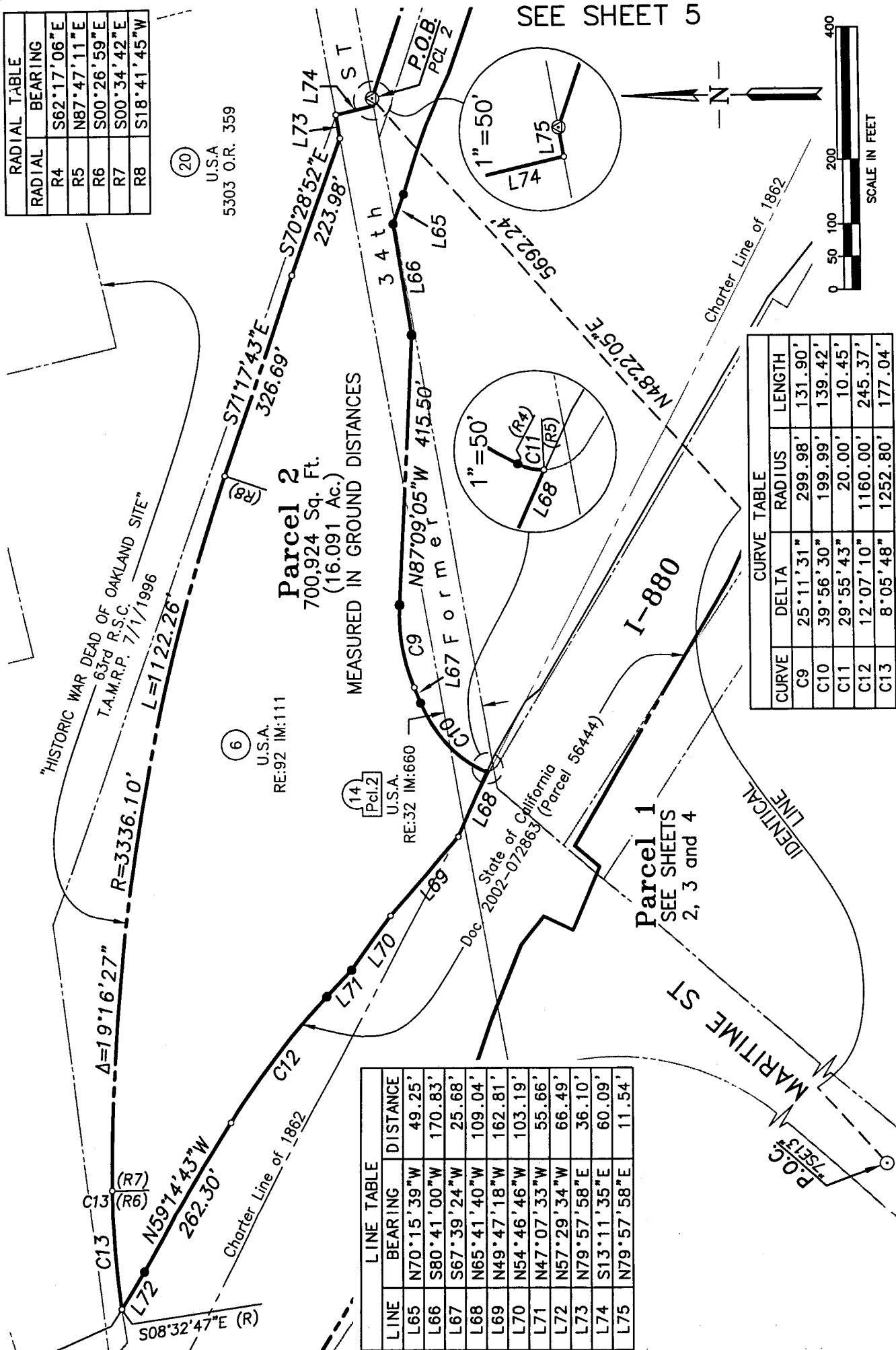


RADIAL TABLE	
RADIAL	BEARING
R4	S62°17'06"E
R5	N87°47'11"E
R6	S00°26'59"E
R7	S00°34'42"E
R8	S18°41'45"W

SEE SHEET 5



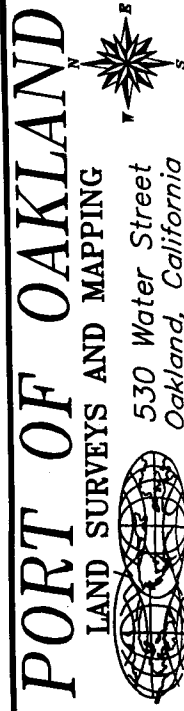
DRAWN BY: DAM	Field Bk:
CHECKED BY: JRM	Wrk. Ord: 104471
SCALE: 1" = 200'	Data File:
DATE: 3/24/2003	Revision: 5
SHEET 6 OF 7	Rev. date: 7/24/2003
ATTACHMENTS:	
FILE LOC.: > EDC-PLAT_R5.DWG (6)	



**PORT OF OAKLAND**  
LAND SURVEYS AND MAPPING  
530 Water Street  
Oakland, California

**EXHIBIT "A"**  
**PLAT TO ACCOMPANY LEGAL DESCRIPTION**  
**ECONOMIC DEVELOPMENT CONVEYANCE PROPERTY**  
**OAKLAND ARMY BASE**





LINE TABLE		
LINE	BEARING	DISTANCE
L48	S17°25'06"W	105.53'
L76	S73°42'10"E	3.70'
L77	S05°47'40"E	45.22'
L78	S25°13'46"W	15.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L79	N79°57'58"E	295.64'
L80	N76°48'55"E	942.61'
L81	S58°07'37"E	65.54'
L82	S76°48'55"W	67.67'

DRAWN BY: DAM	Field Bk:
CHECKED BY: JRM	Wrk. Ord: 104471
SCALE: 1" = AS NOTED	Data File:
DATE: 3/24/2003	Revision: 5
SHEET 7 OF 7	Rev. date: 7/24/2003
ATTACHMENTS:	
FILE LOC: > EDC-PLAT_R5.DWG (6)	

EXHIBIT "A"  
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
ECONOMIC DEVELOPMENT CONVEYANCE PROPERTY  
OAKLAND ARMY BASE

EXHIBIT "A"

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
ECONOMIC DEVELOPMENT CONVEYANCE PROPERTY  
OAKLAND ARMY BASE

530 Water Street  
Oakland, California



**SCALE IN FEET**

**EXHIBIT B**

**INTERIM LAND USE WAIVER**



## Department of Toxic Substances Control

---



Winston H. Hickox  
Agency Secretary  
California Environmental  
Protection Agency

Edwin F. Lowry, Director  
8800 Cal Center Drive  
Sacramento, California 95826-3200

Gray Davis  
Governor

August 7, 2003

Mr. Andrew Clough  
FOSET Environmental Manager  
Oakland Base Reuse Authority  
700 Murmansk Street, Suite 3  
Oakland, California 94607

### INTERIM LAND USE WAIVER, FORMER OAKLAND ARMY BASE, CALIFORNIA

Dear Mr. Clough:

Pursuant to the Consent Agreement regarding the proposed transfer of Oakland Army Base entered into by the Department of Toxic Substances Control (DTSC) and the Oakland Base Reuse Authority and the City of Oakland, acting by and through the Oakland Redevelopment Agency (collectively the City), DTSC and the City are required to execute a Covenant to Restrict Use of Property (Covenant) at the time of transfer of the proposed property. The Covenant restricts and prohibits, among other things, sensitive land uses, including, but not limited to, residential housing, schools, day-care facilities, hospitals and hospices. The Covenant allows the City to request a waiver, which DTSC may approve if it determines that such a waiver will be protective of public health and the environment. The City may further request that DTSC grant an extension to a waiver, which DTSC may approve if it determines that such extension will be protective of public health and the environment.

DTSC received a waiver request, dated March 9, 2003, from the City regarding interim use of four buildings/areas at the former Oakland Army Base. The City is the proposed future owner of 363.3 acres of the former Oakland Army Base which include the four buildings/areas that are the subject of the waiver request. The City requested that DTSC issue a waiver allowing certain restricted uses at four buildings/areas of the former Oakland Army Base upon property transfer. The City further requested that DTSC include the waiver approval as an exhibit to the Covenant to Restrict Use of Property that will cover the proposed transfer property.

Currently, the City leases the majority of the former Oakland Army Base from the Army and subleases multiple areas to various tenants. The following four buildings/areas are currently being used for sensitive uses:

Building 796 -- Oakland Military Institute operates Building 796, a former Army barracks and administrative building, and several temporary classroom units located on the adjacent asphalted parking area as a school. Approximately 300 students attend classes at the Oakland Military Institute.

Building 740 -- Operation Dignity operates Building 740, a former bowling alley, as a 100-bed winter emergency relief shelter for homeless men and women.

Building 655 -- Child Development Program provides day care services to approximately 90 children in Building 655, a former Army child care center and adjacent fenced play areas.

Building 650 -- Milestones Human Services, Incorporated operates a licensed residential drug and alcohol treatment facility for homeless men and women in Building 650, a former Army guest house.

Appendix D to the Remedial Action Plan, dated September 27, 2002, further describes these buildings.

DTSC has reviewed existing investigation data associated with these buildings/areas and the lead concentrations in surface soil at the Building 655 play areas collected by the City. The existing data does not indicate a release of a hazardous substance. Based on a site inspection and review of all available data and available records for these buildings/areas, DTSC agrees to waive the restrictions and prohibitions in Section 4.01(a) of the Covenant to Restrict Use of Property for Buildings 796, 740, 655 and 690 and immediate surrounding areas with the following conditions:

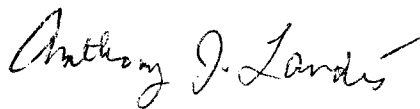
1. Buildings 796, 740, 655 and 650 shall be used by the same tenants or occupants as identified in this letter and the Remedial Action Plan, Appendix D.
2. The tenants or occupants shall continue the same uses as identified in this letter and the Remedial Action Plan, Appendix D.
3. The effective date of this waiver is concurrent with the date the City records the Covenant to Restrict Use of Property with the Alameda County Assessor's Office.
4. This waiver expires five (5) years from the date the Army transfers the property to the City via the Economic Benefit Conveyance, or five (5) years after the recordation of the Covenant to Restrict Use of Property, whichever is earlier.

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5. The City, tenants and occupants of Buildings 796, 740, 655 and 650 shall continue to comply with all other sections of the Covenant to Restrict Use of Property.
6. This waiver shall be attached to the Covenant to Restrict Use of Property as Exhibit B.

If you have any question regarding this matter, please contact Mr. Daniel Murphy at (510) 540-3772.

Sincerely,



Anthony J. Landis, P.E.  
Chief  
Northern California Operations  
Office of Military Facilities

cc: Ms. Aliza Gallo  
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cc: Ms. Xuan-Mai Tran (SFD-8-2)  
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